

UNITED STATES DISTRICT COURT  
FOR THE  
DISTRICT OF MASSACHUSETTS

JOHN HANCOCK LIFE INSURANCE  
COMPANY, JOHN HANCOCK  
VARIABLE LIFE INSURANCE  
COMPANY, and MANULIFE  
INSURANCE COMPANY (f/k/a  
INVESTORS PARTNER LIFE  
INSURANCE COMPANY),

Plaintiffs,

v.

ABBOTT LABORATORIES,

Defendant.

CIVIL ACTION NO. 05-11150-DPW

**PLAINTIFFS' MOTION FOR  
IMPOUNDMENT OF CONFIDENTIAL INFORMATION**

Pursuant to Local Rule 7.2, Plaintiffs John Hancock Life Insurance Company, John Hancock Variable Life Insurance Company, and Manulife Insurance Company (f/k/a/ Investors Partner Life Insurance Company) (collectively, "John Hancock" or "Plaintiffs") respectfully move this Court for leave to file the following documents under seal until further Order of the Court:

1. Plaintiffs' Memorandum in Opposition to Defendant's Motion to Compel John Hancock to Produce Arbitrator's Opinion Regarding Alleged Lost Profits (the "Memorandum"); and
2. Affidavit of Richard C. Abati, dated August 15, 2007, and supporting exhibits (collectively, the "Abati Affidavit").

The grounds for this motion are:

1. This action arises out of a certain Research Funding Agreement, (the “Agreement”) dated March 13, 2001 between John Hancock and Abbott Laboratories (“Abbott”). The Agreement is, by its terms, confidential.
2. The Memorandum and Abati Affidavit rely upon and discuss the confidential content of the Agreement.
3. The Agreement also forms the basis for John Hancock’s claims in the related action captioned *John Hancock Life Ins. v. Abbott Labs.*, No. Civ.A. 03-12501-DPW, 2005 WL 2323166 (D.Mass. Sept. 16, 2005) (“*Hancock I*”).
4. The terms of the Agreement may not be disclosed without the prior consent of the non-disclosing party. Throughout this action as well as *Hancock I*, the Agreement has not been publicly disclosed.
5. The Memorandum and Abati Affidavit also rely upon and discuss the subject of Abbott’s Motion to Compel, the confidential content of the Gen-Probe Arbitration between Gen-Probe, Inc. and Bayer Corporation.
6. In compliance with Local Rule 7.1(A)(2), John Hancock conferred with counsel for Abbott on August 14, 2007, who indicated that Abbott does not oppose this Motion for Impoundment of Confidential Information.

WHEREFORE, John Hancock respectfully requests that the Memorandum and Abati Affidavit be impounded until further Order of the Court. In addition, John Hancock respectfully requests that the Court accept these documents provisionally under Seal pending the Court's ruling on this Motion. Upon termination of the impoundment period, John Hancock will retrieve and take custody of the Memorandum and Abati Affidavit.

Respectfully submitted,

JOHN HANCOCK LIFE INSURANCE  
COMPANY, JOHN HANCOCK VARIABLE  
LIFE INSURANCE COMPANY AND  
MANULIFE INSURANCE COMPANY

By their attorneys,

/s/ Joseph H. Zwicker

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Date: August 15, 2007

**CERTIFICATE OF SERVICE**

I hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF), and that paper copies will be sent to those non-registered participants (if any) on August 15, 2007.

/s/ Joseph H. Zwicker

Joseph H. Zwicker